

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

v.

18-CR-108-EAW

ROBERT MORGAN, FRANK GIACOBBE,  
TODD MORGAN, AND MICHAEL TREMITI,

Defendants.

In Re: Sale of Part of 875 Publishers Parkway, Webster,  
New York 14580 (an Unindicted Property)

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**STIPULATION BY AND AMONG THE UNITED STATES OF AMERICA, ROBERT  
MORGAN, TODD MORGAN, MORGAN PUBLISHER APARTMENTS, LLC, AND  
SAINT GALLEN LLC**

With regard to a portion of that certain vacant real property located at 875 Publishers Parkway, Webster, New York 14580, as more particularly depicted on Exhibit A (attached hereto), the United States of America, Todd Morgan, Robert Morgan, Morgan Publisher Apartments, LLC (“Morgan Publisher”), and Saint Gallen LLC (“Saint Gallen”), together with Morgan Publisher the owner of the real property located at 875 Publishers Parkway, Webster, New York 14580, (collectively, the “Parties”) hereby stipulate as follows:

1. WHEREAS Morgan Publisher and Saint Gallen (collectively, the “Owner”) own the real property located at 875 Publishers Parkway, Webster, New York 14580, consisting of approximately 4.48 acres, which constitutes a portion of tax parcel identification number 079.06-1-32.122 (the “Property”).

2. WHEREAS no Defendant named in the Superseding Indictment in the above-captioned proceeding (Dkt. 42) has a direct ownership interest in the Property.
3. WHEREAS Robert Morgan and Todd Morgan have an indirect interest in Morgan Publisher.
4. WHEREAS the Property is a real property that is not subject to the forfeiture allegations in the Superseding Indictment, incorporated herein by reference.
5. WHEREAS the Property is not a real property subject to civil forfeiture pursuant to the civil forfeiture action, *United States of America v. The Premises and Real Property with All Buildings, Appurtenances, and Improvements, Located at 7405 Morgan Road, et. al.*, 1:19-CV-01157 (EAW) (W.D.N.Y. August 28, 2019) (the “Civil Forfeiture Action”).
6. WHEREAS the Property is not subject to any other civil, criminal, or ancillary forfeiture action related to the above-captioned proceeding, the Civil Forfeiture Action, or the related criminal investigation.
7. WHEREAS there is no court order authorizing the United States of America to seize or lawfully restrain the sale, transfer, or disposal of the Property.
8. WHEREAS there are no outstanding advances made by the Receivership Entities (as defined in the Order Appointing Receiver (Dkt. 39) and clarified by the Stipulation and Order (Dkt. 49) in *Securities and Exchange Commission v. Morgan, et al.*, 19-CIV-661-EAW (the “SEC Action”)) for the benefit of the Property.
9. The Parties agree to effectuate the transaction set forth in the Purchase Agreement, dated December 4, 2019, by and between the Owner and RRL Acquisitions LLC (“Purchaser”) or its permitted assignee or another bona fide purchaser (the “Sale”).

10. The Parties agree that Purchaser is not restrained from making payments to the Owner, any Party, or any third parties (including any LLC or entity that the Defendants may have a membership interest in) related to the Sale or its ownership and operation of the Property.
11. The Parties agree that there is no restriction on any proceeds from the Sale.
12. The United States Attorney's Office for the Western District of New York and/or any of the federal agencies participating in the current criminal investigation related to the Superseding Indictment hereby agrees that, upon the Sale, they will not pursue as part of its criminal or civil forfeiture claims, and specifically and expressly waives any claim to the forfeiture of the premises, buildings, appurtenances, improvements and real property of the Property, except on the basis of conduct alleged to occur after the date of the Sale and which is unrelated to the investigation in this matter and the related civil forfeiture matters.
13. The United States Attorney's Office for the Western District of New York and/or any of the federal agencies participating in the current criminal investigation related to the Superseding Indictment hereby agrees that, upon the Sale, they will not pursue as part of its criminal or civil forfeiture claims, and specifically and expressly waives any claim to the forfeiture of Purchaser's lender's secured interest in monies to be loaned and advanced to Purchaser by its lender, if any, as well as any related principal and interest payments which will be made by Purchaser to its lender, if any.

Dated: June 30, 2020

By: JAMES P. KENNEDY, JR.  
United States Attorney

S/Mary Clare Kane  
Mary Clare Kane  
Assistant United States Attorney  
United States Attorney's Office

Western District of New York  
138 Delaware Avenue  
Buffalo, New York 14202

GIBSON DUNN & CRUTCHER, LLP

By: S/Joel M. Cohen  
Joel M. Cohen  
*Attorneys for Robert C. Morgan*  
200 Park Avenue  
New York, New York 10166

ROTHENBERG LAW

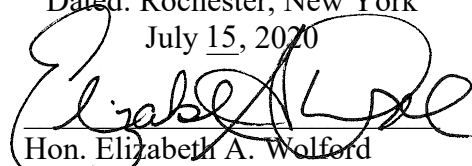
By: S/David Rothenberg  
David Rothenberg  
*Attorneys for Todd Morgan*  
Time Square Building  
45 Exchange Boulevard, Suite 800  
Rochester, New York 14614

HARRIS BEACH PLLC

By: S/Jordan C. Alaimo  
Jordan C. Alaimo  
*Attorneys for Morgan Publisher Apartments,  
LLC and Saint Gallen LLC*  
99 Garnsey Road  
Pittsford, New York 14534

SO ORDERED:

Dated: Rochester, New York  
July 15, 2020



Hon. Elizabeth A. Wolford  
United States District Judge

